

## **MAINTENANCE GUARANTEE**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and

between \_\_\_\_\_(Contractor)  
as principal and party of the first part, and

\_\_\_\_\_as Surety  
as party of the second part, and

the City of Gardner, Kansas (Owner), party of the third part.

WHEREAS, the above party of the first part has entered into a contract for construction of:

described in the Contract Documents, Specifications and Plans;

NOW THEREFORE, the said party of the first part does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment, and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications, and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair for the period of two years from and after its completion and the final acceptance of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_(Surety)

By: \_\_\_\_\_

By: \_\_\_\_\_  
**City of Gardner**